

CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Sheriff's Office

Department contract file name (use effective date): Kimbeles'_Detention_2016/01/2016

Project Code: Click here to enter text.

Contract type: Contract

Contracted Services/Goods: Commissary Services

Contract Component: Master

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: Kimble's

Effective Date: 1/1/2016

Approved by: Choose an item.

Ending Date: 12/31/2016

Total Amount: Click here to enter text.

Account # charged: Click here to enter text.

Special Terms: Click here to enter text.

Reminder Date: Click here to enter a date.

Reminder Email to: Click here to enter text.

Reminder Reason: Click here to enter text.

Vendor ID: Click here to enter text.

Vendor Contact Name: Click here to enter text.

Vendor Email: Click here to enter text.

Vendor Address: Click here to enter text.

Vendor Phone #: Click here to enter text.

Archive Date: Click here to enter a date.

2. Department Head or his/her designee has read the contract in its entirety.

By: _____ (Department Head signature required)

3. County Attorney has reviewed Yes ☐



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical Advisor has signed the contract. Yes ☐ No ☐

5. Vendor has signed the contract. Yes ☐ No ☐

6. Vendor has provided E-Verify Affidavit. Yes ☐ No ☐

7. A budget amendment is necessary before approval. Yes ☐ No ☐

If budget amendment is necessary, please attach to this form.

8. Approval

☐ Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

☐ Requires approval by the Manager – contracts \$100,000 or less.

9. Signatures to Deputy Clerk.

Deputy Clerk's Office Only

☐ Finance Officer has signed the contract

☐ The Finance Officer is not required to sign the contract

NORTH CAROLINA

CHATHAM COUNTY

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (this "Agreement"), made and entered into this 1st day of January, 2016 by and between Chatham County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as the "County"), and Kimble's Commissary Services, (hereinafter referred to as "Contractor").

WHEREAS, Contractor, has agreed to provide services in a professional manner in accordance with the standards of Contractor's industry and as hereinafter set forth; and

WHEREAS, the County wishes to enter into an Agreement with Contractor to provide the services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual agreements described below, the parties agree as follows:

1. Term of Agreement: The initial term of this Agreement commenced on January 1, 2016 and shall end on or before December 31, 2016.
2. Scope of Service: The Contractor shall provide to the County the Services (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1, which is incorporated herein and made an integral part of the Agreement.
3. Compensation: As compensation for the services to be provided by Contractor, as set forth in Appendix
4. Insurance: Contractor shall maintain insurance policies at all times with minimum limits as follows:

Coverage

Worker's Compensation
Statutory Limits

General/Professional Liability

\$100,000 bodily injury per person (BI)
\$500,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD)

Automobile Liability

\$250,000 bodily injury per person (BI)
\$100,000 property damage (PD) or

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina and shall be rated not less than "A" by A.M. Best and Company. Contractor shall furnish Certificates of Insurance to the County, naming the County as an additional insured, prior to the commencement of operations. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve Contractor from any liability or obligations under this Agreement.

5. Confidentiality: All proprietary data and information, if any, furnished to Contractor by the County shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Contractor for the sole use of the County and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than the County or its designated legal counsel, accountants or practice management consultants any

information about the County. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.

6. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.

7. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion.

8. Binding Effect: This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.

9. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Chatham County
Attn: Capt. Doug Stuart
Post Office Box

Kimble's Commissary Services
Attn: Lee Farnsworth
Address 607 Hines St
LaGrange, GA 30241

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

10. Governing Law: This Agreement and the rights and obligations to the parties hereunder shall be construed and governed by the laws of the State of North Carolina and venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.

11. Modifications: This Agreement may be amended or modified by the mutual written consent of the parties. A modification is not enforceable against the County unless it is signed by the County Manager, Purchasing Agent, or other duly authorized official.

12. Entire Agreement: This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

13. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

14. Termination: This Agreement may be terminated as follows:

(i) Cause: If the services provided by the Contractor under this Agreement are determined to be unsatisfactory or unacceptable, as determined by the County Manager, this Agreement may be terminated by the County for default. Grounds for termination for default shall include, but not be limited to:

(a) Failure to respond to all reasonable requests from the County to provide services covered by this Agreement.

- (b) Failure to maintain equipment in accordance with the requirements of the this Agreement and with all laws.
- (c) Lack of proper insurance as required under this Agreement.
- (d) Charging rates or fees in excess of those provided in this Agreement.
- (e) Inefficient, or unsafe practices in providing services.
- (f) Other actions which impact unfavorably on the faithful performance of this Agreement.

- (ii) Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days written notice to Contractor for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provisions of this Agreement. In the event of such termination the County shall pay the Contractor those costs directly attributable to services received by the County in compliance with the Agreement prior termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the Contractor's normal course of doing business. The County is not liable for loss of any profits anticipated to be made hereunder, nor for any special, consequential or similar damage.

15. Annual Appropriations and Funding. This Agreement is subject to the annual appropriation of funds by the Chatham County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all service satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.

16. Hold Harmless: Contractor agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the provision of service under this Agreement.

17. County Policy: The County opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.

18. E-Verify: Effective September 4, 2013 North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the requirements of N.C. Gen. Stats. §64-26(a). Prior to providing any services hereunder, Contractor and Contractor's subcontractors, if any, shall complete and return to the County the E-Verify affidavit, attached hereto as Appendix 2). If Contractor or any Contractor's subcontractors, are subject to the provisions of N.C. Gen. Stats. §64-26(a), Contractor agrees to fully comply with such statute and require Contractor's subcontractors, if any, to fully comply with such statute.

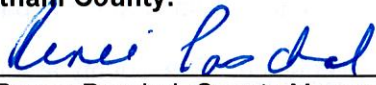
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IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.


Vicki McConnell, Finance Director

Chatham County:

By: 
Renee Paschal, County Manager

Contractor

By:  REGIONAL MGR.
Name and Title of Owner/Manager/Officer
Kimble's Commissary Services
607 Hines St.
LaGrange, GA. 30241
Phone: 706-884-5527
Email: leef@kimblesfood.com

Jail Commissary & Inmate Banking Services

SERVICE DETAILS



POINT OF CONTACT

LEE FARNSWORTH

LEEF@KIMBLESFOOD.COM

828-318-9728

KIMBLE'S IS OFFERING TWO SERVICE OPTIONS THAT WILL MEET THE MONEY MANAGEMENT REQUIREMENTS AS OUTLINED UNDER PRIORITY ONE OF THE REQUEST FOR PROPOSAL.

Option 1. - Accepted

Kimble's will provide the following equipment and services at no cost to Chatham County:

- JailATM Lobby Kiosk capable of accepting cash, credit/debit cards. This unit is fully integrated with the Trust Fund Management System, simple to use and requires no assistance or information be provided by facility staff. A receipt is automatically generated for each transaction. A \$3.00 transaction fee will be charged for cash deposits regardless of the amount of the transaction. A transaction fee of \$3.00 or 10% of the transaction, whichever is greater for debit/credit card transactions will be charged.
- JailATM Booking Manager Kiosk capable of taking bills, coins, credit/debit cards. This unit is compact in size and will interface with an existing computer in the booking area. A receipt is printed for the inmate and the facility jacket. There is no charge to the inmate or Chatham County for this device.
- Secure Web Deposits at www.jailatm.com A transaction fee of \$3.00 or 10% of the transaction, whichever is greater for debit/credit card transactions will be charged.
- Full feature commissary and trust fund management software package - "Lockdown"
- Debit-based calling- delivers increases in inmate phone commissions, lowers fees to friends and family, and eliminates the need to sell phone cards
- Integration with Southern Software and your inmate telephone provider, PayTel (or any future provider) at no cost to Chatham County

- Swipe at Booking Technology allows arrestees to fund commissary account with a personal debit/credit card increasing your commissary and phone commissions
- Free Inmate Release Debit Cards. There are no minimum or maximum load amounts. There is no charge to Chatham County for this service and no charge to the inmate if the card is used in the first 48 hours. After 48 hours a weekly no usage fee is charged to the card balance.
- Free Inmate Commissary Phone Ordering System: Provides inmates the ability to order commissary, check account balances, and order phone debit time.
- Free hardware repair, replacement and upgrades.
- Free unlimited training and technical support for facility staff and accounting and audit assistance at no cost to the facility
- Customizable Commissary Menu allowing Chatham County to choose from over 500 in-stock commissary items ranging from snacks to hygiene essentials.
- "Lockdown" Investigations module quickly and easily view inmate trust fund and e-mail activity.
- *Should Chatham county chose Option 1 the system and equipment will be supplied at no cost to the county.*

Option 2. — No — Not this Option.

This option contains all the components offered in Option 1. Option 2 includes the installation of five dormitory kiosks.

These kiosks will provide the following:

- Commissary ordering
- Access to account balances
- Ability to file grievances, inquiries, medical requests and any other types of inmate to staff communication the facility may deem appropriate
- Display of inmate handbooks and other documents

- Informational videos
- Announcement Screen for posting information
- Secure and completely controllable email (text only) between inmates and their friends and family
- *Should Chatham County chose Option 2 the costs of the five (5) dormitory kiosks will be \$2,500.00 each. This price includes the equipment and maintenance for the life of our relationship.*

(Kimble's is willing to discuss the use of inmate tablets with the same features as the kiosks in lieu of the dormitory kiosks)

Priority 2 — *this Option Accepted*

Additionally all the requirements of Priority Two will be met in both service options.

- Kimble's will provide the necessary software to facilitate the tracking of onsite bulk inventory and automate the replacement product ordering process.
- Kimble's associates will work with Chatham County staff to develop a menu of items to be sold to inmates. This menu can be developed from over 500 items available through Kimble's.
- Inmate orders can be downloaded from the commissary software on site on a schedule as set by facility staff. Quantities and days and times of product deliver to inmates will be at the discretion of the Facility.
- Charges for commissary orders will automatically post to inmate accounts at the time a pending order is posted for filling.
- Kimble's will ship replenishment bulk orders on a weekly schedule as agreed up by the Facility and Kimble's.
- * ○ The facility will be provided a server and the necessary software to provide the services offered. — *MIS Reviewed by Darlene Yudeell*

Facility Responsibilities

- Chatham County will be responsible for the purchase of the initial stock of items to facilitate the startup of the commissary system.
- Chatham County will be responsible for the rotation and control of stock kept onsite.
- Should the dormitory kiosk system be selected the county will be responsible for the CT5/6 wiring and the electrical connections for these units.
- Chatham County will sell only items purchased from Kimble's on the inmate commissary or items specifically agreed to by Kimble's supplied by other vendors.

NO → X

Not
this**Financial Return for Chatham County**

Kimble's will work with Chatham County to develop a menu of items to be sold to inmates on the commissary. The "profit" returned to Chatham County will be at the discretion of Chatham County. Such "profit" (usually referred to as commission in traditional commissary operations) will be based on the mark up percentage the county determines they wish to use.

Kimble's currently serves 25 facilities in North Carolina and has a strong working knowledge of the market in this state. Our knowledge will assist you in developing a menu with fair pricing for inmates and a fair financial return to the county.

APPENDIX 1

Additional Contract sections supplied by Kimble's and accepted by the County:

Use of Applications. Chatham County grants Kimble's the exclusive right and license to install, and maintain, the *Lockdown* Commissary software and all hardware necessary to provide commissary services and inmate trust fund services (including, without limitation, the related hardware and software) located in and around the inmate confinement facilities. You will not resell the Applications or provide access to the Applications directly or indirectly to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Kimble's shall be the sole and exclusive provider of inmate related commissary services, in lieu of any other third party providing such commissary services, including without limitation, customer's employees, agents or subcontractors. Chatham County shall not use the Application to facilitate the sale of any items to inmates without the expressed permission of Kimble's. Chatham County grants Kimble's the exclusive right to operate a financial kiosk(s) designed for the purpose of funding inmate accounts or providing any financial service, goods or services to inmates housed in the jail a conventional ATM provided by a banking institution designed for debit/credit card transactions in exchange for cash are expressly allowed. Chatham County understands that the software related to the trust fund accounting is warranted to meet GAAP (General Applied Accounting Principles) standards. Chatham County is responsible for the manner in which you use the Applications and are responsible for the regular reconciliation of financial records maintained on the software.

Software License. Through our business relationship with Tech Friends Inc. we grant Chatham County a non-exclusive, non-transferable license to use (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software". The Software is to be used solely for Chatham County's internal business purposes in connection with the Applications at the Facilities. You will not permit a third party to use the Software, assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, process or permit to be processed any data of any other party with the Software, alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, connect the Software to any products that we did not furnish or approve, or ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.

Confidentiality. The System, Applications, and related data and information (the "Confidential Information") shall at all times remain confidential to Provider. Chatham County agrees that you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you shall only access the Software with computer systems that have effective firewall and anti-virus protection. Notwithstanding anything to the contrary contained herein, Chatham County may and shall comply with any and all Public Records laws under the laws of the State of North Carolina.